

1 THOMAS E. FRANKOVICH (State Bar #074414)
2 THOMAS E. FRANKOVICH
3 *A PROFESSIONAL LAW CORPORATION*
4 4328 Redwood Hwy, Suite 300
5 San Rafael, CA 94903
6 Telephone: 415/674-8600
7 Facsimile: 415/674-9900
tfrankovich@disabilitieslaw.com

8 Attorney For Plaintiffs, IRMA RAMIREZ
9 and DAREN HEATHERLY,

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IRMA RAMIREZ and DAREN) CASE NO. CV-13-5492-KAW
HEATHERLY,)
Plaintiffs,)
v.)
ROBYN & ROBIN LLC, a California)
limited liability company, dba Y&I)
CLOTHING BOUTIQUE; and LOUIS)
KALISKI, Inc., a California Corporation,)
Defendants.)
-----)

**STIPULATION OF DISMISSAL AND
[PROPOSED] ORDER THEREON**

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

Therefore, IT IS HEREBY STIPULATED by and between parties to this action through their designated counsel that the above-captioned action become and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

This stipulation may be executed in counterparts, all of which together shall constitute one original document.

Dated: April 15, 2015

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

By: /s/ Thomas E. Frankovich

Thomas E. Frankovich

Attorney for Plaintiffs IRMA RAMIREZ and
DAREN HEATHERLY

Dated: April ___, 2015

SELMAN BREITMAN LLP

By: _____
Edward C. Schroeder Jr.
Attorney for Defendants ROBYN & ROBIN LLC, a
California limited liability company, dba Y&I
CLOTHING BOUTIQUE

Dated: April ___, 2015

DONAHUE FITZGERALD, LLP

By: Mark A. Delgado, Esq.
Attorney for Defendant LOUIS KALISKI, Inc., a
California Corporation

1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
2 their designated counsel that the above-captioned action become and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

4 This stipulation may be executed in counterparts, all of which together shall constitute
5 one original document.

6

7 Dated: April , 2015

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

8

9

By: _____
Thomas E. Frankovich
Attorney for Plaintiffs IRMA RAMIREZ and
DAREN HEATHERLY

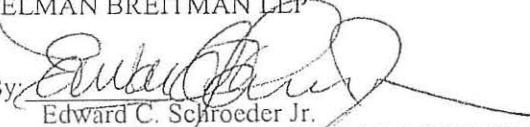
10

11

12

Dated: April 3, 2015

SELMAN BREITMAN LLP

By: 
Edward C. Schroeder Jr.
Attorney for Defendants ROBYN & ROBIN LLC, a
California limited liability company, dba Y&I
CLOTHING BOUTIQUE

13

14

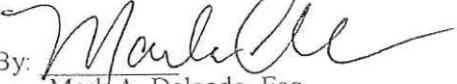
15

16

17

Dated: April 3, 2015

DONAHUE FITZGERALD, LLP

By: 
Mark A. Delgado, Esq.
Attorney for Defendant LOUIS KALISKI, Inc., a
California Corporation

18

19

20

21

22

23

24

25

26

27

28

ORDER

2 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
3 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
4 purpose of enforcing the parties' Settlement Agreement and General Release should such
5 enforcement be necessary

6 | Dated: 4/24, 2015

Kandis Westmore
Honorable Magistrate Kandis A. Westmore
UNITED STATES DISTRICT JUDGE